

2. On or about April 24, 2019, Defendants was served with a civil Complaint by certified mail captioned Jerome E. Sanders v. Explorer Van Company (Docket No. 002180) and filed by Plaintiff in the Court of Common Pleas, Philadelphia County, Pennsylvania. Plaintiff's Complaint is attached as Exhibit A.

3. In accordance with 28 U.S.C. § 1446(a), true and correct copies of all process, pleadings, and orders served upon Explorer Van Company in this action are attached as Exhibit "A".

4. In accordance with 28 U.S.C. § 1446(b), this Notice of Removal is filed within thirty days after service of the Complaint on Defendant.

5. The Philadelphia Court of Common Pleas, First Judicial District's website was down on May 23, 2019 and I was unable to obtain a docket report.

6. However, based on the caption of the Complaint, and the allegations in the complaint Defendant understands that it is the only party to the action.

7. In accordance with 28 U.S.C. § 1446(d), Defendant is serving Plaintiff and filing with the Philadelphia Court of Common Pleas Notices of Removal of the action, a copy of which is attached as Exhibit "B".

Federal Question Jurisdiction

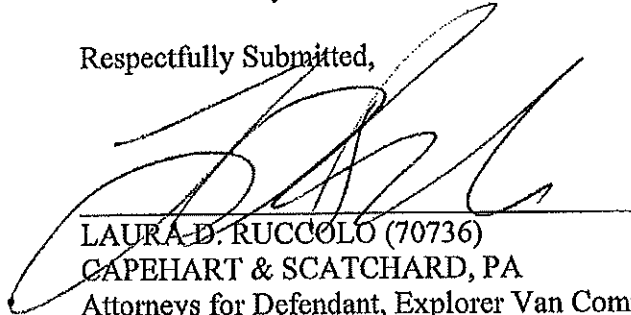
8. In Count II of Plaintiff's Complaint, Exhibit A, Plaintiff brings a claim under the Magnuson-Moss Warranty Improvement Act and alleges damages equal to the sales price of the vehicle which was approximately \$66,000. (See Exhibit A to Plaintiff's Complaint attached as Exhibit A)

9. As a result, the within matter is removable pursuant to 28 U.S.C. §1331 as it involves a Federal question and pursuant to 15 U.S.C. §2310(d).

20. Based on the foregoing, the requirements of 28 U.S.C. §§ 1441(a) and (c) and 28 U.S.C. §2310(d) have been satisfied and the within matter is properly removable on the basis of Federal Question.

WHEREFORE, Defendant, Explorer Van Company respectfully request that the state action be removed from the Court of Common Pleas, Philadelphia County, Pennsylvania to the United States District Court for the Eastern District of Pennsylvania.

Respectfully Submitted,

A large, stylized handwritten signature in black ink, appearing to read 'Laura D. Ruccolo', is written over a horizontal line.

LAURA D. RUCCOLO (70736)
CAPEHART & SCATCHARD, PA
Attorneys for Defendant, Explorer Van Company
8000 Midlantic Dr., Suite 300 S
Mt. Laurel, New Jersey 08054
856-234-6800

SERVICIO DE REFERENCIA LEGAL
ONE READING CENTER
FILADELFIA, PA 19107
TELEFONO: 215-238-1701

Robert M. Silverman, Esquire

ATTORNEY FOR PLAINTIFF

Identification No. 55914

KIMMEL & SILVERMAN, P.C.

30 East Butler Pike

Ambler, PA 19002

(215) 540-8888

Jerome E. Sanders
1439 Brookside Avenue
Linwood, PA 19061

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

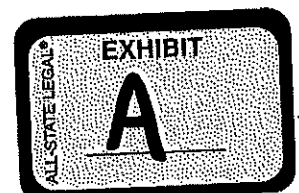
v.

CIVIL ACTION

Explorer Van Company
2749 N. Fox Farm Road
Warsaw, IN 46580

COMPLAINT
CODE: 1900

1. Plaintiff, Jerome E. Sanders, is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania, residing at 1439 Brookside Avenue, Linwood, PA 19061.
2. Defendant, Explorer Van Company, is a corporation qualified to do and regularly conduct business in the Commonwealth of Pennsylvania, with its address and principal place of business located at 2749 N. Fox Farm Road, Warsaw, IN 46580, and can be served at this address.
3. Defendant regularly conducts business in Philadelphia County, Pennsylvania.



BACKGROUND

4. On or about 06/14/18, Plaintiff purchased a new 2018 Chevrolet G2500 Explorer Luxury Conversion Van, manufactured and warranted by both General Motors Company and Defendant, and bearing the Vehicle Identification Number IGCWGBFG4J1168340.

5. The vehicle is used for personal purposes.

6. The vehicle was purchased in the Commonwealth of Pennsylvania and is registered in the Commonwealth of Pennsylvania.

7. The contract price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined by the Lemon Law, totaled more than \$66,372.00. A true and correct copy of the purchase documentst is attached hereto, made a part hereof, and marked Exhibit "A".

8. In consideration for the purchase of said vehicle, Defendant issued to Plaintiff several warranties, guarantees, affirmations or undertakings with respect to the material or workmanship of the vehicle and/or remedial action in the event the vehicle fails to meet the promised specifications.

9. The above-referenced warranties, guarantees, affirmations or undertakings are/were part of the basis of the bargain between Defendant and Plaintiff.

10. However, as a result of the ineffective repair attempts made by Defendant, the vehicle is rendered substantially impaired, unable to be utilized for its intended purposes, and is worthless to Plaintiff.

11. The first and second documented warranty repair attempts are believed to have occurred on or about 7/23/18 through 8/23/18, when the vehicle odometer showed 411 miles. On 7/23/18, the vehicle was towed to Fred Beans Chevrolet. Plaintiff reported air and water are massively

leaking into vehicle, staining the interior and pooling on the floor, the front grille popped out and the headlights are flooded with water. Fred Beans found a "heavy" water leak and sent the vehicle back to Defendant for repairs. The vehicle was returned to Plaintiff on 8/23/18. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit

"B".

12. The third documented warranty repair attempt is believed to have occurred on or before 11/15/18 through 11/26/18, when the vehicle odometer showed 1,415 miles. On that date, repair attempts addressed all four tires losing air and vehicle pulling to the right. The servicing dealer, Thomas Chevrolet, found the connection between all four wheels and tires faulty and called Defendant, who provided four new tires. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "C".

13. The fourth documented warranty repair attempt is believed to have occurred on or before 11/29/18, when the vehicle odometer showed 1,448 miles. On that date, repair attempts addressed the vehicle pulling to the right and continuing to leak both water and ai. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "D".

14. The vehicle continues to leak both water and air to date, yet Defendant has refused to attempt to repair the vehicle.

15. Throughout the repair history, Plaintiff repeatedly contacted Defendant, informing Defendant that the subject vehicle continues to massivley leak air and water and requestng that Defendant honor its warranty by repairing the vehicle. Defendant wholly failed to respond to Plaintiff's complaints and has, prior to any legal action being instituted, made no efforts to address Plaintiff's concern. Defendant has also wholly failed to reply to Plaintiff's requests for repair documentation.

16. The vehicle continues to exhibit defects and nonconformities which substantially impair its use, value and/or safety as provided in 73 P.S. §1951 et seq.

COUNT I

PENNSYLVANIA AUTOMOBILE LEMON LAW

17. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

18. Plaintiff is a "Purchaser" as defined by 73 P.S. §1952.

19. Defendant is a "Manufacturer" as defined by 73 P.S. §1952.

20. Fred Beans Chevrolet is and/or was at the time of sale a Motor Vehicle Dealer in the business of buying, selling, and/or exchanging vehicles as defined by 73 P.S. §1952.

21. On or about 06/11/2018, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities as defined by 73 P.S. §1951 et seq., which substantially impair the use, value and/or safety of the vehicle.

22. The nonconformities described herein violate the express written warranties issued to Plaintiff by Defendant.

23. Section 1955 of the Pennsylvania Automobile Lemon Law provides:

If a manufacturer fails to repair or correct a nonconformity after a reasonable number of attempts, the manufacturer shall, at the option of the purchaser, replace the motor vehicle... or accept return of the vehicle from the purchaser, and refund to the purchaser the full purchase price, including all collateral charges, less a reasonable allowance for the purchasers use of the vehicle, not exceeding \$.10 per mile driven or 10% of the purchase price of the vehicle, whichever is less.

24. Section 1956 of the Pennsylvania Automobile Lemon Law provides a presumption of a reasonable number of repair attempts if:

- (1) The same nonconformity has been subject to repair three times by the manufacturer, its agents or authorized dealers and the nonconformity still exists; or
- (2) The vehicle is out-of-service by reason of any nonconformity for a cumulative total of thirty or more calendar days.

25. Plaintiff has or will have satisfied the above definition as the vehicle has been subject to repair three (3) times for the same nonconformity, and the nonconformity remains uncorrected.

~~26. In addition, the above vehicle has been out-of-service by reason of the nonconformities complained of for a cumulative total of thirty (30) or more calendar days.~~

27. Plaintiff has delivered the nonconforming vehicle to an authorized service and repair facility of the Defendant as outlined above.

28. After a reasonable number of attempts, Defendant was unable, failed, or has refused to repair the nonconformities.

29. Plaintiff notified Defendant of the existence of the nonconformities and has requested that Defendant repair said nonconformities.

30. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and conditions for which Defendant did not provide or maintain itemized statements as required by 73 P.S. § 1957.

31. Plaintiff avers that such itemized statements, which were not provided as required by 73 P.S. § 1957 also include technicians' notes of diagnostic procedures and repairs, and Defendant's Technical Service Bulletins relating to this vehicle.

32. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and conditions for which Defendant's warranty dealer did not provide the notification required by 73 P.S. § 1957.

33. Plaintiff has and will continue to suffer damages due to Defendant's failure to comply with the provisions of 73 P.S. §§ 1954 (repair obligations), 1955 (manufacturer's duty for refund or replacement), and 1957 (itemized statements required).

34. Pursuant to 73 P.S. § 1958, Plaintiff seeks relief for losses due to the vehicle's nonconformities, including the award of reasonable attorneys' fees and all court costs.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount equal to the price of the subject vehicle, plus all collateral charges, attorneys' fees, and court costs.

COUNT II
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

35. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

36. Plaintiff is a "Consumer" as defined by 15 U.S.C. §2301(3).

37. Defendant is a "supplier", "warrantor", and a "service contractor" as defined by 15 U.S.C. § 2301 (4),(5) and (8).

38. The subject vehicle is a "consumer product" as defined by 15 U.S.C. § 2301(1).

39. By the terms of its written warranties, affirmations, promises, or service contracts, Defendant agreed to perform effective repairs at no charge for parts and/or labor.

40. The Magnuson-Moss Warranty Improvement Act requires Defendant to be bound by all warranties implied by state law. Said warranties are imposed on all transactions in the state in which the vehicle was delivered.

41. Defendant has made attempts to comply with the terms of its express warranties; however, such repair attempts have been ineffective.

42. Defendant has failed to honor its obligations under its express warranties by refusing to attempt to finally repair Plaintiff's vehicle.

43. As a direct and proximate result of Defendant's failure and refusal to honor its obligations under its express warranties, said warranties have failed of their essential purpose.

44. The Magnuson-Moss Warranty Improvement Act, 15 U.S.C. §2310(d)(2) provides:

If a consumer finally prevails on an action brought under paragraph (1) of this subsection, he may be allowed by the court to recover as part of the judgment a sum equal to the amount of aggregate amount of costs and expenses (including attorney fees based upon actual time expended), determined by the court to have been reasonably incurred by the Plaintiff for, or in connection with the commencement and prosecution of such action, unless the court, in its discretion shall determine that such an award of attorney's fees would be inappropriate.

45. Plaintiff has afforded Defendant a reasonable number of opportunities to conform the vehicle to the aforementioned express warranties, implied warranties and contracts.

46. As a direct and proximate result of Defendant's failure to comply with the express written warranties, the Defendant has breached said warranties, has violated the Magnuson-Moss Warranty Improvement Act, the Plaintiff has suffered damages and, in accordance with 15 U.S.C. §2310(d)(1), the Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

47. At the time of obtaining possession of the vehicle and at all times subsequent thereto, Plaintiff has justifiably relied upon Defendant's express warranties and implied warranties of fitness for a particular purpose and implied warranties of merchantability.

48. At the time of obtaining possession of the vehicle and at all times subsequent thereto, Defendant was aware Plaintiff was relying upon Defendant's express and implied warranties, obligations, and representations with regard to the subject vehicle.

49. Plaintiff has incurred damages as a direct and proximate result of the breach and failure of Defendant to honor its express and implied warranties.

50. Such damages include, but are not limited to, the sales price of the vehicle plus all collateral charges, including attorney fees and costs, as well as other expenses, the full extent of which are not yet known.

51. Plaintiff avers that upon successfully prevailing upon the Magnuson-Moss claim herein, all attorney fees are recoverable and are demanded against Defendant.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount equal to the price of the subject vehicle, plus all collateral charges, incidental and consequential damages, reasonable attorneys' fees, and all court costs.

COUNT III
PENNSYLVANIA UNFAIR TRADE PRACTICES AND
CONSUMER PROTECTION LAW

52. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

53. Plaintiff is a "Person" as defined by 73 P.S. §201-2(2).

54. Defendant is a "Person" as defined by 73 P.S. §201-2(2).

55. Section 201-9.2(a) of the Act authorizes a private cause of action for any person "who purchases or leases goods or services primarily for personal, family or household purposes."

56. Section 1961 of the Pennsylvania Automobile Lemon Law, provides that a violation of its provisions shall automatically constitute a violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Act, 73 P.S. 201-1 et seq.

57. In addition, the Pennsylvania Unfair Trade Practices and Consumer Protection Act, 73 P.S. §201-2(4), defines "unfair or deceptive acts or practices" to include the following conduct:

(vii). Representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another;

(xiv). Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to, or after a contract for the purchase of goods or services is made;

(xv). Knowingly misrepresenting that services, replacements or repairs are needed if they are not needed;

(xvi). Making repairs, improvements or replacements on tangible, real or personal property of a nature or quality inferior to or below the standard of that agreed to in writing;

(xvii). Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

58. Plaintiff avers Defendant has violated these, as well as other provisions, of 73 P.S. §201-

2 et seq.

59. Section 201-3.1 of the Act provides that the Automotive Industry Trade Practice rules and regulations adopted by the Attorney General for the enforcement of this Act shall constitute additional violations of the Act.

60. Defendant's conduct surrounding the sale and servicing of the subject vehicle falls within the aforementioned definitions of "unfair or deceptive acts or practices."

61. The Act also authorizes the Court, in its discretion, to award up to three (3) times the actual damages sustained for violations.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount greater than \$199,116.00, together with all collateral charges, attorneys' fees and court costs.

KIMMEL & SILVERMAN, P.C.

By: 

ROBERT M. SILVERMAN, ESQUIRE

Attorney for Plaintiff

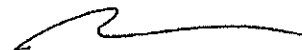
30 East Butler Pike

Ambler, Pennsylvania 19002

(215) 540-8888

V E R I F I C A T I O N

Robert M. Silverman, states that he is the attorney for the Plaintiff herein; that he is acquainted with the facts set forth in the foregoing Complaint; that same are true and correct to the best of his knowledge, information and belief; and that this statement is made subject to the Penalties of 18 Pa. C.S.A. §4904, relating to unsworn falsifications to authorities.



ROBERT M. SILVERMAN, ESQUIRE
Attorney for Plaintiff



BUYERS ORDER

FRED BEANS CHEVROLET
 3401 N. EASTON BL
 DOVER, PA 17902
 2158457100

VEHICLE BEING PURCHASED

PLEASE ENTER MY ORDER FOR THE FOLLOWING:

☐ NEW ☐ CAR ☐ STOCK NO. 1.8095

☐ USED ☐ TRUCK ☐ DEMO

☐ PRIOR USE

MAKE: ASCAR YEAR: 2011 MILEAGE: 40

MODEL: EXT. COLOR

BODY TYPE:

EXTERIOR COLOR:

SERIAL NO.:

SOLD BY: FRANK BEANS TO BE DELIVERED ON OR ABOUT: 05/12/2018

USED VEHICLE TRADED IN AND/OR OTHER CREDIT

MAKE: YEAR: MILEAGE:

MODEL: EXT. COLOR: INT. COLOR:

SERIAL NO.:

AMOUNT: GOOD UNTIL: VERIFIED BY:

2ND USED VEHICLE TRADED IN AND/OR OTHER CREDIT

MAKE: YEAR: MILEAGE:

MODEL: EXT. COLOR: INT. COLOR:

SERIAL NO.:

AMOUNT: GOOD UNTIL: VERIFIED BY:

COLLISION COVERAGE

NAME OF AGENT: PHONE: EXT.:

ADDRESS:

POLICY NUMBER: COLLISION DEDUCTIBLE:

INSURANCE CO. SPOKE WITH:

EFFECTIVE DATE: EXPIRATION DATE: VERIFIED BY:

WARRANTY INFORMATION

☐ FACTORY WARRANTY: The manufacturer's warranty constitutes all of the warranties with respect to the sale of this item/items. The seller hereby expressly disclaims all warranties, other expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

☐ USED CAR WARRANTY: Used car is covered by a limited warranty detailed in a separate document. You may obtain a full copy of any applicable warranty from us.

☐ AS IS: THIS MOTOR VEHICLE IS SOLD "AS IS" WITHOUT ANY WARRANTY EITHER EXPRESSED OR IMPLIED. THE PURCHASER WILL BEAR THE ENTIRE EXPENSE OF REPAIRING OR CORRECTING ANY DEFECT THAT PRESENTLY EXISTS OR THAT MAY OCCUR IN THE VEHICLE.

USED CAR BUYERS GUIDE: THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THE CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

GUÍA PARA COMPRADORES DE VEHÍCULOS USADOS: LA INFORMACIÓN QUE VE EN EL FORMULARIO DE LA VENTANILLA PARA ESTE VEHÍCULO FORMA PARTE DEL PRESENTE CONTRATO. LA INFORMACIÓN DEL FORMULARIO DE LA VENTANILLA DEJA SIN EFECTO TODA DISPOSICIÓN EN CONTRARIO CONTENIDA EN EL CONTRATO DE VENTA.

If you cancel this purchase agreement or refuse to take delivery of the vehicle offered, except as permitted by law, you shall, at our option, forfeit as damages the amount of \$

PURCHASER'S SIGNATURE: X

Purchaser hereby acknowledges to the above statement.

USED TRADE-IN ALLOWANCE: \$

LESS PAYOFF: \$

PURCHASER'S NAME: VERONICA SANDERS
AND ELVA SANDERS

PURCHASER'S ADDRESS: 1439 BROOKSIDE AVE

CITY, STATE & ZIP: LANSDOWN PA 19051

E-MAIL: VERONICA.SANDERS@COMcast.COM

RESIDENCE PHONE: (610) 985-5144

BUSINESS PHONE: (610) 297-7034

CASH DELIVERED PRICE OF VEHICLE: \$ 63500.00

THE WARRANTY GROUP: LESS DEBIT

CONSUMER CASH:

CASH PRICE OF VEHICLE & ACCESSORIES: \$ 62500.00

TOTAL PRICE: \$ 62500.00

LESS TRADE #1: \$ 0.00

LESS TRADE #2: \$ 0.00

NET TAXABLE: \$ 62500.00

SALES TAX: \$ 1125.00

TIRE TAX: \$ 0.00

STATE MOTOR VEHICLE FEES: \$ 0.00

TITLE: LIEN TRANSFER: 0.00

REG. (GVWR): \$ 0.00

TEMP. PLATE (METAL TRANSIT): \$ 0.00

DOCUMENTATION: \$ 0.00

MESSAGE: \$ 0.00

ON-LINE REGISTRATION: \$ 0.00

OF UNIT: \$ 0.00

DE IN (Transferred from Left Column): \$ 0.00



IF A CREDIT SALE, REQUIRED INFORMATION CONTAINED ON A SEPARATE DISCLOSURE STATEMENT IS MADE A PART OF THIS FORM.

WHITE - Accounting Copy PINK - Bus. Mgr. YELLOW - Customer Copy

RETAIL ORDER FOR A MOTOR VEHICLE - NOT A RECEIPT

The Supplier's and Retailer's Company FLE300-4S (8/81) 15

04:56:13 p.m. 06-12-2018

3/4

		/V8G	
GAZ			RENAISSANCE
93G MEDIUM PENTER			DETROIT
ORDER NO. VPVKGH/TSR	STOCK NO.		VEHICLE I
VIN. 1GC.WB8E.G4 J1160340	C 80358		
*****6			
MODEL & FACTORY OPTIONS	MSRP	INV AMT	
CG23705 EXPRESS 2500 EXT WB WORK	33155.00	30834.16	
AG1 POWER SEAT ADJUST-DRIVER 6 WAY	275.00	250.25	
AG2 POWER SEAT ADJUST-FRONT	275.00	250.25	
PASSENGER 6-WAY			
A31 DEEP TINTED GLASS	440.00	400.40	
A32 SEATS CUSTOMER CHOICE LEATHER	135.00	122.85	
A19 SWING OUT SIDE DOOR GLASS	160.00	145.60	
C6P 8,600 LB GVW	N/C	N/C	
G06 REAR AXLE - 3.42 RATIO	N/C	N/C	
KG4 150-AMP ALTERNATOR	75.00	68.25	
L96 ENGINE 6.0L VORTEC V8	N/C	N/C	
MYD 6-SPEED AUTOMATIC TRANSMISSION	N/C	N/C	
NE1 50-STATE EMISSIONS	N/C	N/C	
NP5 STEERING WHEEL, LEATHER	185.00	168.35	
U07 REAR PARK ASSIST	295.00	268.45	
UFA OUTSIDE TEMPERATURE DISPLAY	10.00	9.10	
UFT SIDE BLIND ZONE ALERT	395.00	359.45	
UI8 CHEVROLET MYLINK RADIO	1025.00	932.75	
WITH NAVIGATION			
(REPLACES STD/OPT/PKG RADIO)			
ZL3 ENHANCED CONVENIENCE PACKAGE	2375.00	2161.25	
INCLUDES:			
*ENGINE 6.0L VORTEC V8			
*REMOTE KEYLESS ENTRY			
*REMOTE VEHICLE STARTER SYSTEM			
*POWER HEATED OUTSIDE MIRRORS			
*COMMERCIAL LINK (12 MONTHS)			
*HEAVY DUTY TRAILERING EQUIP.			
*DRIVER CONVENIENCE PACKAGE INC			
**TILT WHEEL			
**CRUISE CONTROL			
ZP6 CARGO CREW VAN PACKAGE	1983.00	1786.33	
*SEATING, 9 PASSENGER			
*FIXED FULL-BODY WINDOW PKG			
GLASS			
*AUXILLIARY LIGHTING			
*AIR CONDITIONG, REAR			
ZR7 CHROME APPEARANCE PACKAGE	355.00	323.05	
1SZ ENHANCED CONVENIENCE PKG	1000.00-	910.00-	
SAVINGS			
TOTAL MODEL & OPTIONS	40118.00	37170.49	
DESTINATION CHARGE	1195.00	1195.00	
TOTAL	41313.00	38365.49	

31

04:56:29 p.m. 06-12-2018

4/4



EXPLORER VAN COMPANY, INC.
2749 N. FOX FARM RD.
WARSAW, IN 46580
574-267-7666

PLEASE REMIT TO

EXPLORER VAN COMPANY, INC.
P.O. BOX 4527
WARSAW, IN 46581-4527

INVOICE

INVOICE NO:

148884

C80356

B T L O
FRED BEANS CHEVROLET
845 N EASTON RD
DOYLESTOWN PA 18901

S H T I O P
FRED BEANS CHEVROLET
845 N. EASTON RD
DOYLESTOWN PA 18901

PHONE: 215-348-3586

FAX: 267-224-2289

accountspayable@fredbeans.com

ORDER #	ORDER DATE	DEALER PO	SALESMAN	DEALER NO.	DELIVERY DATE	TERMS	REGION
119776			308	360360			16 BRIAN
SERIAL NO.	VEHICLE IDENTIFICATION NO.	COLOR					
11168340	1GCGGBFG4J1168340	INT: ANTELOPE					
LINE ITEM	LINE ITEM DESCRIPTION	QTY	UNIT PRICE	DEALER PRICE	SUCC. PRICE		
18CHEV	EXPLORER SPECIAL EDITION	1	8,695.00	8,695.00			
O 1000	"MEDALLION SERIES"	1	1,395.00	1,395.00			
O 3040	WRAP-AROUND GROUND EFFECTS	1	250.00	250.00			
O 1302	FULL FRONT BUMPER COVER	1	3,995.00	3,995.00			
O 1200	VISTA CRUISER SPORT ROOF WITH	1					
O 2500	FULL PANORAMIC AUTOM. GLASS	1	750.00	750.00			
O 380	LEATHER SEATING	1	150.00	150.00			
O 2252	HEATED SEATS - 2 FRONT	1	100.00	100.00			
O 2487	SWIVEL MIDDLE CAPTAIN CHAIRS	1	275.00	275.00			
O 2455	FRONT STEREO SUB-WOOFER W/ AMP	1	75.00	75.00			
O 2131	USB CHARGING PORT	1	150.00	150.00			
O 1110	HOMELINK IN VISOR	1	1,400.00	1,400.00			
O 1755	29" SAMSUNG HDTV W/ BLU RAY	1					
O 1758	DVD & HDMI COMPONENT	1	150.00	150.00			
O 3700	110 GAME OUTLET WITH INVERTER	1	1,995.00	1,995.00			
O 3800	20" CHROME WHEELS & LUG-ZIEK	1	395.00	395.00			
O 955	S/T205 265/50R20 111H	1					
O 89	TOURING SUSPENSION EATON SOFT	1	5,200.00	5,200.00			
O 5993A	RIDE SUSPENSION ENHANCEMENT	1	2,425.00	2,425.00			
P FK	"X-SE" VALUE PACKAGE INCL: 1-19	1	1,900.00	1,900.00			
	LESS VALUE PACKAGE DISCOUNT	1	1,350.00	1,350.00			
	EXTENDED 9 PASSANGER PKG	1	50.00	50.00			
	SPECIAL FADE PAINT	1	500.00	500.00			
	2 EXTRA SETS OF HEADPHONES						
	FREIGHT						
TOTAL FREIGHT			500.00				
We Appreciate Your Business!			TOTAL AMOUNT DUE	26,350.00			

OK to [Signature]



pennsylvania
DEPARTMENT OF TRANSPORTATION

Application for Certificate of Title

ATTACH PROOF OF OWNERSHIP & TYPE OR PRINT
MAKE CHECK PAYABLE TO COMMONWEALTH OF PENNSYLVANIA

Bureau of Motor Vehicles
P.O. Box 68591
Harrisburg, PA 17106-8591

www.dmv.state.pa.us

No. G134408

MV-1 (10-14)		H. TAX/FEE	
A. VEHICLE DESCRIPTION MAKE OF VEHICLE: CHEVROLET VEHICLE IDENTIFICATION NUMBER (VIN), IF TRACING REQUIRED, TYPE: 1G1NBBF4J51168340 BODY TYPE (SED, TRK, BUS, ETC.): CG MODEL YEAR: 2011		PURCHASE PRICE (See Note on Reverse): 62350.00 LESS TRADE-IN: 0.00 TAXABLE AMOUNT: 62350.00	
GROSS VEHICLE WT. RATING: 1500 FUEL TYPE: <input checked="" type="checkbox"/> GASOLINE <input type="checkbox"/> DIESEL <input type="checkbox"/> ELECTRIC <input type="checkbox"/> HYBRID <input type="checkbox"/> OTHER 85-8561 <input type="checkbox"/> PROPANE <input type="checkbox"/> NATURAL GAS AUTHORIZED NOTARY PUBLIC OR CERTIFIED INSPECTION MECHANIC (PRINT NAME): FRED BEANS		SALES TAX: 3741.00 LESS TAX CREDIT: 0.00 1. SALES TAX DUE: 3741.00	
B. APPLICANT INFORMATION LAST NAME (OR FULL BUSINESS NAME): SANDERS, JEROME FIRST NAME: ANA MIDDLE NAME: ELVA PA DL/PHOTO ID#: 22555833 DATE OF BIRTH: 09/12/58 CO-PURCHASER LAST NAME: SANDERS, ANA FIRST NAME: ELVA MIDDLE NAME: ELVA PA DL/PHOTO ID#: 22555836 DATE OF BIRTH: 09/06/58 STREET: 1439 BROOKSIDE AVE CITY: LINWOOD STATE: PA ZIP CODE: 19061 DATE ACQUIRED: 06/14/2011 DEALER ID NUMBER (IF APPLICABLE): 85-8561 REFER TO COUNTY CODES LISTING ON REVERSE SIDE OF YELLOW COPY		2. TITLE FEE: 53.00 3. LIEN FEE: 25.00 4. REGISTRATION OR PROCESSING FEE: 37.00 5. COUNTY FEE: 5.00 6. DUPLICATE REG. FEE NO. OF CARDS: 1.00 7. TRANSFER FEE: 1.00 8. INCREASE FEE: 1.00 9. REPLACEMENT FEE: 1.00 10. TOTAL PAID (ADD 1 THRU 9): 3861.00	
C. RELEASE INFORMATION <input checked="" type="checkbox"/> REFLECTS THE AMOUNT OF MILEAGE IN EXCESS OF ITS MECHANICAL LIMITS <input type="checkbox"/> IS NOT THE ACTUAL MILEAGE WARNING: FEDERAL AND STATE LAWS REQUIRE THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT. ODOMETER READING: 0 0 0 0 9 9 TENTHS		11. EXEMPTION REASON CODE (Must be a number from 1 to 20 on Rev.) 12. EXEMPTION NO.	
D. LIE INFORMATION IF NO LIEN, CHECK <input type="checkbox"/> IS THIS AN ELY? (IF YES, FIN REQUIRED) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO 1ST LIENHOLDER FINANCIAL INSTITUTION NUMBER: SUN FEDERAL CREDIT UNION 2ND LIENHOLDER FINANCIAL INSTITUTION NUMBER: MAUMEE OH 43537 1ST LIENHOLDER NAME: MAUMEE STATE: OH ZIP CODE: 43537 2ND LIENHOLDER NAME: MAUMEE STATE: OH ZIP CODE: 43537		13. EXEMPTION NO.	
E. VEHICLE INFORMATION MAKE OF VEHICLE: CHEVROLET VEHICLE IDENTIFICATION NUMBER (VIN): 1G1NBBF4J51168340 MODEL YEAR: 2011 BODY TYPE (SED, TRK, BUS, ETC.): CG CONDITION OF VEHICLE: <input checked="" type="checkbox"/> GOOD <input type="checkbox"/> FAIR <input type="checkbox"/> POOR		14. EXEMPTION NO.	
F. ADDITIONAL VEHICLE INFORMATION PASSENGER, TAXI, LIMOUSINE, SCHOOL BUS, MASS TRANSIT, OTHER BUS, SEATING CAPACITY: 5 CYLINDER CAPACITY 6000 OR LESS: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO BRAKE HORSEPOWER: 1.5 OR LESS <input type="checkbox"/> 1.5 TO 60 <input type="checkbox"/> OVER 60 OPERABLE PEDALS: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO MAX DESIGN SPEED 25 MPH OR LESS: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO AUTOMATIC TRANSMISSION: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO DESIGNED/ALTERED FOR ROAD USE: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO MOTOR HOME: <input type="checkbox"/> CHASSIS MFR.: MAUMEE BODY MAKE: MAUMEE TRAILER & VEHICLES BELOW: NUMBER OF AXLES: 4 REG. REGISTERED GROSS WT. (INCLUDING LOAD): 1500 SUM OF GAWRS: 1500 UNLADEN WT. (EMPTY): 1500 TRUCK, TRUCK TRACTOR: REG. REGISTERED GROSS COMBINATION WT.: 1500 GROSS COMBINATION WT. RATING: 1500		15. EXEMPTION NO.	
G. APPLICATION FOR REGISTRATION ORIGINAL PLATE - CHECK ONE <input checked="" type="checkbox"/> PLATE TO BE ISSUED BY DEPARTMENT (PROOF OF INSURANCE MUST BE ATTACHED) <input type="checkbox"/> EXCHANGE PLATE TO BE ISSUED BY DEPARTMENT <input type="checkbox"/> TEMPORARY PLATE ISSUED BY FULL AGENT (Note: This plate will expire 60 days from date of issuance.) <input type="checkbox"/> TRANSFER OF PREVIOUSLY ISSUED PLATE <input type="checkbox"/> TRANSFER & RENEWAL OF PLATE <input type="checkbox"/> TRANSFER & REPLACEMENT OF PLATE <input type="checkbox"/> TRANSFER OF PLATE & REPLACEMENT OF STICKER PLATE NO.: 1G1NBBF4J51168340 EXPIRES: Month: 06 Year: 11 TRANSFERRED FROM TITLE NO.: 1G1NBBF4J51168340 SIGNATURE OF PERSON FROM WHOM PLATE IS BEING TRANSFERRED (IF OTHER THAN APPLICANT): FRED BEANS RELATIONSHIP TO APPLICANT: ISSUING AGENT INSURANCE COMPANY NAME: ALLSTATE NAID NO.: 0984931178 POLICY NO. (OR ATTACH BINDER): 0984931178 POLICY EFFECTIVE DATE: 06/03/11 POLICY EXPIRATION DATE: 12/03/11 ISSUING AGENT (PRINT NAME): FRED BEANS AGENT NO.: 85-8561 ISSUING AGENT SIGNATURE: FRED BEANS TELEPHONE NO.: 12163457100		16. EXEMPTION NO.	
H. NOTARIZATION SUBSCRIBED AND SWORN TO BEFORE ME: JULY 14 YEAR SIGNATURE OF PERSON ADMINISTERING OATH: FRED BEANS FRED BEANS CHEVROLET SIGN IN PRESENCE OF NOTARY		I. NOTARIZATION I/WE CERTIFY THAT I/WE HAVE EXAMINED AND SIGNED THIS APPLICATION AFTER ITS COMPLETION. I/WE FURTHER CERTIFY THAT ALL STATEMENTS HEREIN ARE TRUE AND CORRECT AND MAKE APPLICATION FOR CERTIFICATE OF TITLE FOR THE VEHICLE DESCRIBED IN SECTION A. IF ANY EXEMPTION IS CLAIMED, THE PURCHASER FURTHER CERTIFIES THAT HE/SHE IS AUTHORIZED TO CLAIM THIS EXEMPTION. WE ACKNOWLEDGE THAT WE MAY LOSE ANY/OR OPERATING PRIVILEGE(S) OR VEHICLE REGISTRATION FOR FAILURE TO MAINTAIN FINANCIAL RESPONSIBILITY ON THE CURRENTLY REGISTERED VEHICLE FOR THE PERIOD OF REGISTRATION. WE ACKNOWLEDGE THAT WE MAY BE SUBJECT TO A FINE NOT EXCEEDING \$5,000 AND IMPRISONMENT OF NOT MORE THAN TWO YEARS FOR ANY FALSE STATEMENT THAT I/WE MAKE ON THIS APPLICATION. Signature of Purchaser or Authorized Signer: FRED BEANS Telephone No.: 12163457100	

Jan 11 19 03:08p

p.1

CUSTOMER #: 190418
UNIT# 000858926

441025

INVOICE



JEROME SANDERS
1439 BROOKSIDE AVE
LINWOOD, PA 19061-4135
HOME: 610-485-6144 CONT: 610-485-6144
BUS: 610-529-7134 CELL: 610-529-7134

PAGE 1

Chevrolet of Doylestown
846 N. Easton Road · Doylestown, PA 18002
Phone: (215) 345-7100 · Fax: (215) 345-8344
www.fredbeans.com

SERVICE ADVISOR: 1972 BRUCE KENSON

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
SUMMIT WHI	18	CHEVROLET EXPRESS 25	1GCWGBFG4J1168340		411/412	T4194	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PONO.	RATE	PAYMENT	INV. DATE
14JUN18 IS							
14JUN18 DD	13FEB18		16:45 27JUL18			CASH	31JUL18
R.O. OPENED		READY	OPTIONS: SOLD-STK:C80356 DLR:113823				
			ENG:L96 VORTEC 6.0L V8 SFI FLEXFUEL				
10:42 27JUL18		16:37 31JUL18	TRN:MYD ELECTRONIC 6-SPEED HD AUTO W/OD (More...)				
LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

A CUSTOMER STATES DRIVERS FRONT TIRE IS LOSING AIR. CHECK ALL TIRE PRESSURES.

CAUSE: REMOVE LARGE THREADED BOLT FROM TIRE AND PATCH STILL LEAKING
TRY AGAI ANR STIL NO FIX

MA46 Tire - Repair

72 INP

1 710-1642 PATCH

1 TIRE

LANDSAIL LS588

1 TD-Tire Disposed

1 TT Tire

(N/C)

(N/C)

(N/C)

(N/C)

(N/C)

0.00

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A:

411 REMOVE LARGE THREADED BOLT FROM TIRE AND PATCH STILL LEAKING
TRY AGAI ANR STIL NO FIX REPAIR TIRE MOUNT AND BALANCE

B CUSTOMER STATES WATER IS LEAKING INTO VEHICLE. EVIDENCE OF STAINS ON DRIVER SIDE LOWER WALL BEHIND DRIVERS SEAT. WATER WAS FOUND ON SIDE OF DRIVERS HEADREST AND ON FLOOR JUST IN FRONT OF 2ND ROW DRIVER SIDE SEAT. VEHICLE WAS SITTING WHEN THIS HAPPENED AND IS PARKED NOSE DOWN ON A VERY SLIGHT INCLINE.

CAUSE: WATER LEAK HEAVY BEHIND DRIVERS SEAT FROM ROOF

BY001 CUSTOMER STATES WATER IS LEAKING INTO

VEHICLE. EVIDENCE OF STAINS ON DRIVER SIDE

LOWER WALL BEHIND DRIVERS SEAT. WATER WAS

FOUND ON SIDE OF DRIVERS HEADREST AND ON

FLOOR JUST IN FRONT OF 2ND ROW DRIVER SIDE

SEAT. VEHICLE WAS SITTING WHEN THIS HAPPENED

AND IS PARKED NOSE DOWN ON A VERY SLIGHT

INCLINE

72 INP

(N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B:

0.00

411 WATER LEAK HEAVY BEHIND DRIVERS SEAT FROM ROOF REMOVE NEEDED
TRIM AND WATER AND LEAK TEST VAN, WATER LEAKING FROM GLASS ROOF PANELS
NOT SEALED AT ROOF SENDING BACK TO EXPLORER PLANT TO REPAIR

YOUR STATE INSPECTION EXPIRES

TIRES

BRAKES

ANTIFREEZE
PROTECTION

+

+

YOUR VEHICLE IS PARKED IN SPOT

#

DISCLAIMER OF WARRANTIES

Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

DESCRIPTION

TOTALS

LABOR AMOUNT

PARTS AMOUNT

LESS DISCOUNT

SUBLET AMOUNT

MISC. CHARGES

TOTAL CHARGES

LESS

SALES TAX

PLEASE PAY
THIS AMOUNTPLAINTIFF'S
EXHIBIT

B

Jan 11 19 12:55p

p.8

CUSTOMER #: 190418
UNIT# 000858926

441025

INVOICE

JEROME SANDERS
1439 BROOKSIDE AVE
LINWOOD, PA 19061-4135HOME: 610-485-6144 CONT: 610-485-6144
BUS: 610-529-7134 CELL: 610-529-7134

PAGE 2

Chevrolet of Doylestown
845 N. Easton Road · Doylestown, PA 18902
Phone: (215) 345-7100 · Fax: (215) 345-8344
www.fredbeans.com

SERVICE ADVISOR: 1972 BRUCE KENSON

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
SUMMIT WHI	18	CHEVROLET EXPRESS 25	1GCWGBFG4J1168340		411/412	T4194	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
14JUN18 IS							
14JUN18 DD	13FEB18		16:45 27JUL18			CASH	31JUL18
R.O. OPENED	READY	OPTIONS: SOLD-STK:C80356 DLR:113823					
10:42 27JUL18	16:37 31JUL18	ENG:L96 VORTEC 6.0L V8 SFI FLEXFUEL					
LINE OPCODE TECH TYPE HOURS		TRN:MYD ELECTRONIC 5-SPEED HD AUTO W/OD (More...)					
		LIST	NET	TOTAL			

C MULTI-POINT INSPECTION NOT PERFORMED AT THIS TIME

D99P MULTI-POINT INSPECTION NOT PERFORMED AT THIS TIME

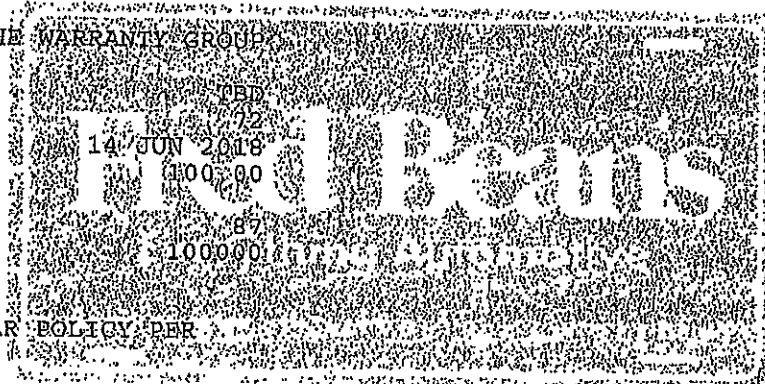
72 INP
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: (N/C)
***** 0.00 *****

EST: 0.00

27JUL18 10:42 SA: 1972

COMPANY NAME
COMPANY PHONE
POLICY NUMBER
POLICY TERM
EFFECTIVE DATE
DEDUCTIBLE
MILEAGE LIMIT
BEGIN MILES
END MILES
COMPONENTS

THE WARRANTY GROUP

CHARGE TO NEW CAR POLICY PER
RICH DAVIS

YOUR STATE INSPECTION EXPIRES			DISCLAIMER OF WARRANTIES Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.	DESCRIPTION	TOTALS
TIRES	BRAKES	ANTIFREEZE PROTECTION		LABOR AMOUNT	0.00
+	+			PARTS AMOUNT	0.00
				LESS DISCOUNT	0.00
				SUBLET AMOUNT	0.00
YOUR VEHICLE IS PARKED IN SPOT				MISC. CHARGES	0.00
#				TOTAL CHARGES	0.00
				LESS	0.00
				SALES TAX	0.00
				PLEASE PAY THIS AMOUNT	0.00
			CUSTOMER SIGNATURE		

Jan 11 19 12:56p

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THOMAS CHEVROLET, INC
1268 W. BALTIMORE PK
MEDIA, PA 19063
610-566-8600
WWW.THOMASCHEVY.COM

84078 SAN

JEROME & ANA SANDERS 1439 BROOKSIDE AVE MARCUS HOOK, PA 19061 JERSANDERS@AOL.COM		VEHICLE ID 1GCWGBFG4J1168340		MILES IN 1415	MILES OUT 1415	DATE/TIME IN 11/15/18 07:48	DATE OUT 11/26/18	INVOICE NO. 84078
VEHICLE DESCRIPTION 2018 CHEVROLET EXPRESS G2						TAG NO. 00220	STATUS PARTIAL-COMPLETE-P	
CONTROL NO. SAN243730	LICENSE PLATE NO.	CUST. LABOR RATE VARY	PROD. DATE	IN-SERV DATE 06/11/18	DELIV. DATE	DELIV. MILES	TERMS Cash	
HOME PHONE (610) 485-6144	WORK PHONE	CELL PHONE (610) 529-7134	STOCK NO.	SERV. ADV. HEPSEY SHIPMAN (86)		RO COMMENT		
Line	Op-Code	Fall Code	Tech	Hours	Type	Amount		
A *	MULTI		A75		Customer	\$0.00		
Concern 27-Point Multi Point Inspection								
Cause Tech completed a 27-Point Multi Point Inspection								
						Line Total...	\$0.00	
B *	9104102		A75		Warranty			
Concern 18299: ZPSR - Product Safety Recall - Rear HVAC Controller Fire - (09/21/2018)								
Correction 18299: ZPSR - Product Safety Recall - Rear HVAC Controller Fire - (09/21/2018)								
C *	MB4		A75		Customer	\$88.00		
Concern Customer states all tires are loosing air. Was told by another shop they are leaking from around the rims.								
Cause Tech found shifted belt on passenger front tire. Called Explorer Conversion van. Explorer sent 4 new tires to install on vehicle for customer satisfaction.								
Correction Tech installed four new tires on vehicle.								
Misc. Code		Description		Qty.	Unit Price	Ext. Price		
T TX		tire tax 4 tires		1.0	\$4.00	\$4.00		
DSP 4		4 tire disposal fee		1.0	\$8.00	\$8.00		
Misc Total...						\$12.00		
Line Total...						\$100.00		
D *			A75		Customer	\$0.00		
Concern Customer states vehicle is pulling to the right								
Correction Will reschedule customer to return for alignment								
Line Total...						\$0.00		
E *			A75		Customer	\$0.00		
Concern Tires covered by Explorer 800-926-7878. No charge to customer. PO 20646								
Line Total...						\$0.00		

1/18 11:25

INVOICE

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Page 1 of 2



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JEROME & ANA SANDERS 1439 BROOKSIDE AVE MARCUS HOOK, PA 19061 JERSANDERS@AOL.COM		VEHICLE ID		MILES IN	MILES OUT	DATE/TIME IN	DATE OUT	INVOICE NO.
		1GCWQBFG4J1168340		1415	1415	11/15/18 07:48	11/26/18	84078
		VEHICLE DESCRIPTION		TAG NO.		STATUS		
2018 CHEVROLET EXPRESS G2		00220		PARTIAL-COMPLETE-P				
CONTROL NO.	LICENSE PLATE NO.	CUST. LABOR RATE	PROD. DATE	IN-SERV DATE	DELIV. DATE	DELIV. MILES	TERMS	
SAN243730		VARY		06/11/18			Cash	
HOME PHONE	WORK PHONE	CELL PHONE	STOCK NO.	SERV. ADV.		RO COMMENT		
(610) 485-6144		(610) 529-7134		HEPSEY SHIPMAN (86)				
Totals								

	Amount
Labor	\$88.00
Shop Charge	\$2.64
Sales Tax	\$5.44
Misc Tax	\$4.00
Misc. Chg	\$8.00
Total Amount Due	\$108.08
<hr/>	
TOTAL CREDIT CARD	\$108.08

Jan 11 19 12:57p

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THOMAS CHEVROLET, INC
1263 W. BALTIMORE PK
MEDIA, PA 19063
610-586-8600
WWW.THOMASCHEVY.COM

84480 SAN

JEROME & ANA SANDERS 1439 BROOKSIDE AVE MARCUS HOOK, PA 19061 JERSANDERS@AOL.COM		VEHICLE ID 1GCWGBFG4J1168340	MILES IN 1448	MILES OUT 1448	DATE/TIME IN 11/29/18 07:52	DATE OUT 11/29/18	INVOICE NO. 84480
VEHICLE DESCRIPTION 2018 CHEVROLET EXPRESS G2					TAG NO. 00332	STATUS PARTIAL-COMPLETE-P	
CONTROL NO. SAN243730	LICENSE PLATE NO.	CUST. LABOR RATE VARY	PROD. DATE	IN-SERV DATE 06/11/18	DELIV. DATE	DELIV. MILES	TERMS No Charge
HOME PHONE (610) 486-6144	WORK PHONE	CELL PHONE (610) 529-7134	STOCK NO.	SERV. ADV. HEPSEY SHIPMAN (86)		RO COMMENT	
Line	Op-Code	Fail Code	Tech	Hours	Type	Amount	
A *	MUL		A46		Customer	\$0.00	
Concern 27-Point Multi Point Inspection							
Cause Tech completed a 27-Point Multi Point Inspection							
Line Total...						\$0.00	
B *	0665308		A46		Warranty		
Concern Perform 2 wheel alignment							
Correction Tech performed a front end alignment & set camber, caster & toe within factory specifications							

Totals

	Amount
Total Amount Due	\$0.00
TOTAL CUSTOMER	No Charge

11/29/18 12:38

INVOICE

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Page 1 of 1



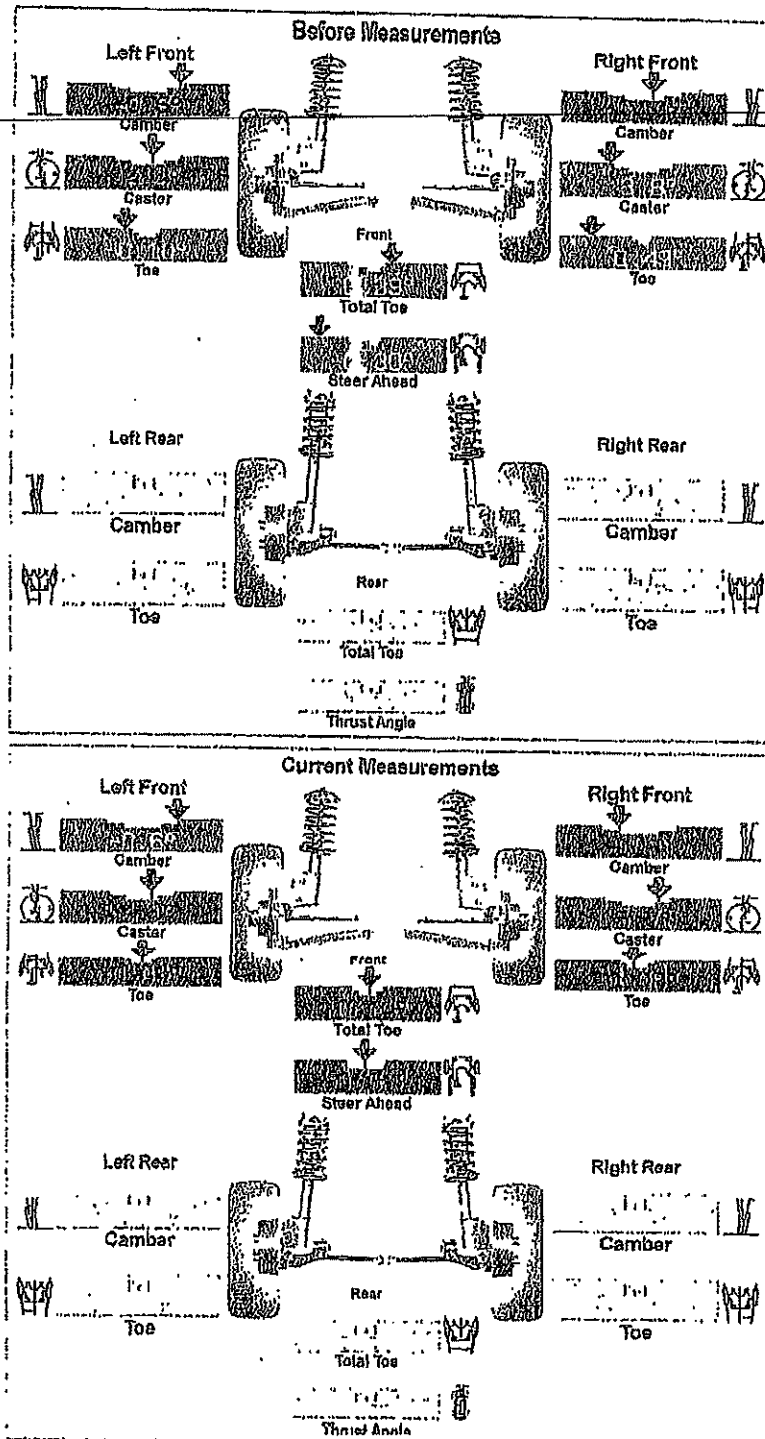
Jan 11 19 12:57p

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VIN: 1GCWGBFC4J1168340
 Year: 18
 Date: 11/29/18 12:37 PM



Chevrolet 2018 Express/Van 2500/3500 ExpressAlign Total Alignment



- The steering wheel was not level before the alignment. Toe adjustments are required.
- The steering wheel is currently not level. Toe adjustments are required.
- One or more values are not within specification. Tire wear, handling and safety problems may result.

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

JEROME E. SANDERS,
1439 Brookside Avenue
Linwood, PA 19061

Plaintiff,

vs.

EXPLORER VANS,
2749 N. Fox Farm Road
Warsaw, IN 46580

Defendants.

:
:
: CIVIL ACTION NO.
:
:

: **NOTICE OF FILING OF NOTICE OF**
: **REMOVAL**
:
:
:

To: Robert M. Silverman, Esq.
Kimmel & Silverman, P.C.
30 East Butler Pike
Ambler, PA 19002



PLEASE TAKE NOTICE that Defendant Explorer Van Company, has, on this 23rd day of May, 2019 filed a Notice of Removal, a copy of which is attached hereto, by Overnight Mail in the United States District Court for the Eastern District of Pennsylvania. You are advised that, upon filing of said Notice of Removal, a copy of the Notice has been filed with the Court of Common Pleas of the First Judicial District of the Commonwealth of Pennsylvania (Philadelphia County).

Respectfully Submitted,


s. 

LAURA D. RUCCOLO (70736)
CAPEHART & SCATCHARD, PA
Attorneys for Defendant, Explorer Van
8000 Midlantic Dr., Suite 300 S
Mt. Laurel, New Jersey 08054
856-234-6800

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

JEROME E. SANDERS,
1439 Brookside Avenue
Linwood, PA 19061

Plaintiff,

vs.

EXPLORER VANS,
2749 N. Fox Farm Road
Warsaw, IN 46580

Defendant.

:
:
: CIVIL ACTION NO.
:
:
:
:
:
:
:

CERTIFICATION OF SERVICE

I, Laura D. Ruccolo, Esquire, hereby certify that on May 23, 2019, I caused to be served
a copy of the foregoing Notice of Removal via Overnight Mail to the following:

Attorney for Plaintiff
Robert M. Silverman, Esq.
Kimmel & Silverman, P.C.
30 East Butler Pike
Ambler, PA 19002

Office of the Prothonotary
Philadelphia Court of Common Pleas
First Filing, Room 280
City Hall
Philadelphia, PA. 19107



LAURA D. RUCCOLO

CERTIFICATION OF SERVICE

I, Laura D. Ruccolo, Esquire, hereby certify that on May 23, 2019, I caused to be served a copy of the foregoing Notice of Filing of Notice of Removal via Overnight Mail to the following:

Robert A. Rapkin, Esq.
Kimmel & Silverman, P.C.
30 East Butler Pike
Ambler, PA 19002

Office of the Prothonotary
Philadelphia Court of Common Pleas
First Filing, Room 280
City Hall
Philadelphia, PA. 19107



Laura D. Ruccolo, Esq.